Homestead Nursing & Rehabilitation Center *and* District 1199C, National Union of Hospital and Health Care Employees, AFSCME, AFL–CIO. Case 4–CA–19699

March 12, 1993

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS OVIATT AND RAUDABAUGH

On August 19, 1992, Administrative Law Judge Martin J. Linsky issued the attached decision. The General Counsel filed exceptions and a supporting brief, the Respondent filed cross-exceptions and a brief in support of its cross-exceptions and in reply to the General Counsel's exceptions, and the General Counsel filed a brief in response to the Respondent's cross-exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided, for the reasons set forth below, to affirm the judge's rulings, findings,[1] and conclusions, and to adopt the recommended Order as modified below.[2]

The judge found, and we agree, that the Respondent violated Section 8(a)(5) and (1), inter alia, by chief negotiator Jean Roane's withdrawal on March 15, 1991, from a tentative bargaining agreement with the Union to increase the hourly rate of nurse aides by 40 cents on completion of their state certification requirement, without providing a good cause for the withdrawal. Thus, the judge credited testimony showing that Roane stated that she was withdrawing from the agreement because no more than a 25-cent-per-hour certification increase had been given to the nurse aides at the other nonunion nursing homes operated by Genesis Health Ventures[3] and giving more at Homestead might encourage union organizing activity at its unorganized facilities, and because Roane was without authority to agree to more than a 25-cent-per-hour raise.

The Respondent excepts to the judge's credibility finding and further argues that the judge erred by considering the withdrawal in isolation, thus failing to take into account that the Respondent on March 5, 1991, had tendered a wage proposal that substituted overall superior wage increases. The Respondent contends that its new proposal provided for a 25-cent-per-hour certification increase retroactive to October 1990, in addition to offering a 45-cent-per-hour increase in the starting wage and correspondingly higher periodic merit wage increases for certified nurse aides.

Even assuming, as the Respondent asserts, that a substitution of a more progressive wage increase for the one tentatively agreed on may negate a showing of bad faith, we find that the record does not substantiate the Respondent's contention that its 25-cent-per-hour increase proposal provided for retroactivity.[4] Moreover, we find, in agreement with the judge, that the Respondent's own reasons for withdrawing from the tentatively agreed-on 40-cent-per-hour increase—i.e., that such an increase might encourage union activity at its nonunion homes and that Roane lacked authority—manifest a failure to bargain in good faith. We accordingly affirm the judge's finding that the Respondent bargained in bad faith by withdrawing without good cause from tentative agreements reached with the Union.

The General Counsel excepts to the judge's failure to find that the Respondent engaged in *overall* bad-faith bargaining, inter alia, by its purported refusal to exceed the terms and conditions of employment in effect at Genesis' other nursing homes. The General Counsel cites the judge's own findings, i.e., that this was one of the Respondent's asserted reasons for its unlawful withdrawals, in support of a claim that such conduct clearly demonstrates that the Respondent maintained a predetermined and inflexible bargaining posture.

Contrary to the General Counsel, we affirm the judge's dismissal of that complaint allegation because the evidence is insufficient to establish that the Respondent's 1991 bargaining proposals reverted in any other respect to the terms and conditions maintained, or contained in the common employee handbook used at the other nonunion nursing homes operated by Genesis. There is thus no evidence from which to conclude that the Respondent had a predetermined overall bargaining position with no room for negotiation on individual proposals.

[1] The Respondent and the General Counsel have excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully reviewed the record and find no basis for reversing the findings.

[2] We find merit in the General Counsel's exceptions to the judge's remedy, and shall therefore modify his recommended Order by affirmatively requiring the Respondent to rescind its unlawful withdrawals from tentative bargaining agreements and thereby put those proposals back on the bargaining table. *Paradise Post*, 297 NLRB 876, 896–897 (1990).

[3] The Respondent is a wholly owned subsidiary of Genesis Health Ventures (Genesis), which operates a chain of approximately 40 nonunion and about 5 union nursing homes.

[4] Neither the face of the document relied on by the Respondent, nor the testimony attendant to its introduction in evidence, referred to the 25-cent figure being implemented retroactively.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Homestead Nursing & Rehabilitation Center, Willow Grove, Pennsylvania, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraph 2(a) of the Order.

''(a) Rescind the withdrawals from the tentative bargaining agreements reached with the Union prior to March 15, 1991, and, on request, bargain in good faith with the Union concerning wages, hours, and other terms and conditions of employment. If an understanding is reached, embody that understanding in a written, signed agreement.''

2. Substitute the attached notice for that of the administrative law judge.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT, in bargaining with District 1199C, National Union of Hospital and Health Care Employees, AFSCME, AFL–CIO (the Union), that represents our employees, unlawfully withdraw from tentative agreements such as agreements on pay raises for nurses aides on certification and agreements on providing photo identifications for our employees.

WE WILL NOT unilaterally implement wage increases without giving prior notice and opportunity to bargain to the Union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL rescind our withdrawals from the tentative agreements reached with the Union prior to March 15, 1991, and on request, bargain in good faith with the Union concerning wages, hours, and other terms and conditions of employment. If an understanding is reached, WE WILL embody that understanding in a written, signed agreement.

WE WILL, if and only if requested by the Union, rescind the wage increase we unlawfully implemented in the fall of 1991.

HOMESTEAD NURSING & REHABILITATION CENTER

Bruce G. Conley, Esq., for the General Counsel.
Thomas M. Cloherty, Esq., of Hartford, Connecticut, for the Respondent.
Gail Lopez-Henriquez, Esq., of Philadelphia, Pennsylvania, for the Charging Party.

DECISION

STATEMENT OF THE CASE

MARTIN J. LINSKY, Administrative Law Judge. On April 8 and July 31, 1991, a charge and amended charge where filed by District 1199C, National Union of Hospital and Health Care Employees, AFSCME, AFL–CIO (Charging Party or Union), against Homestead Nursing and Rehabilitation Center (Respondent).

On August 9, 1991, following an investigation, the National Labor Relations Board, by the Regional Director for Region 4, issued a complaint, which, as later amended at the hearing before me, alleges the Respondent violated Section 8(a)(1) and (5) of the National Labor Relations Act (the Act), during and following unsuccessful negotiations for a first contract with the Union. More specifically, that Respondent encouraged employees to file a petition to decertify the Union, engaged in bad-faith bargaining with the Union by, among other means, unlawfully withdrawing from previously agreed-to proposals, and unlawfully and unilaterally implemented certain pay proposals without giving prior notice and opportunity to bargain to the Union.

Respondent filed an answer in which it denied that it violated the Act in any way.

A hearing was held before me in Philadelphia, Pennsylvania, on February 3, 4, and 27, 1992.

On the entire record in this case, to include posthearing briefs submitted on behalf of the General Counsel and Respondent, and on my observation of the demeanor of the witnesses, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent, a wholly owned subsidiary of Genesis Health Ventures, is, and has been at all times material, a Pennsylvania corporation, engaged in the operation of a nursing home located in Willow Grove, Pennsylvania.

During the past year, in the course and conduct of its business operations described above, the Respondent derived gross revenues in excess of $100,000 and purchased and received goods valued in excess of $20,000 directly from points outside the Commonwealth of Pennsylvania.

The Respondent admits, and I find, that it is, and has been at all times material, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and a health care institution within the meaning of Section 2(14) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Respondent admits, and I find, that the Union is, and has been at all times material, a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *Overview*

Respondent is 1 of approximately 45 nursing homes owned by Genesis Health Ventures. The vast majority of these nursing homes are not organized.

On November 3, 1989, following a Board-conducted election, the Union was certified as the exclusive collective-bargaining representative of a unit of Respondent's employees.

Negotiations for a first contract between Respondent and the Union began on January 18, 1990. The parties met 12 times between January 18 and December 17, 1990. They did not meet again until March 5, 1991. Between March 5 and May 15, 1991, the parties met eight times. A Federal mediator was present at most of the negotiating sessions to include the last one. Although the parties met a total of 20 times, they did not reach agreement on a contract.

It is alleged that Respondent violated the Act in a number of ways during the time that the negotiations were continuing and also violated the Act several months after the last negotiating session when it unilaterally implemented certain wage changes.

The allegations will be addressed separately.

B. *Withdrawal From Tentative Agreements*

The Board in *Atlanta Hilton & Towers*, 271 NLRB 1600, 1603 (1984), referred to the seven traditional indicia of bad-faith bargaining:

> Such conduct includes delaying tactics, unreasonable bargaining demands, unilateral changes in mandatory subjects of bargaining, efforts to bypass the union, failure to designate an agent with sufficient bargaining authority, withdrawal of already agreed upon provisions, and arbitrary scheduling of meetings.

The totality of circumstances are examined in deciding whether there has been bad-faith bargaining. *Rhodes-Holland Chevrolet*, 146 NLRB 1304 (1964).

When negotiations began Jean Roane, the chief negotiator for Respondent and director for labor relations for Genesis Health Ventures, made it clear that agreements on particular items were not final until the parties had reached agreement on a complete contract. Roane is a lawyer and a former employee of the National Labor Relations Board. I credit her testimony on this point because, among other reasons, it makes sense. Repudiating tentative agreements is not bad-faith bargaining per se but is a factor that together with others might make out a case for bad-faith bargaining. It is sometimes called regressive bargaining. Withdrawing from previously agreed to items, however, should be done for good cause. In other words, the party withdrawing from a tentative agreement needs a good cause to do so and the absence of good cause can render the withdrawal an unfair labor practice in violation of Section 8(a)(1) and (5) of the Act. *Natico, Inc*., 302 NLRB 668 (1991); *Arrow Sash & Door Co*., 281 NLRB 1108 fn. 2 (1980).

In the instant case it is specifically alleged that Respondent withdrew from two agreements. One of the agreements was that nurse aides, one of several groups of employees in the bargaining unit, on becoming state certified, would receive a 40-cent-per-hour increase in pay and the other agreement was that Respondent would provide employees with photo identifications.

Pennsylvania passed a law requiring that nurses aides in nursing homes become state certified. The Union proposed early in the negotiations that nurse aides receive a 50-cent-per-hour increase in pay when they become state certified.

On May 9, 1990, Respondent presented a counterproposal to the Union, which was received in evidence as General Counsel's Exhibit 9. The Respondent's own written proposal provided for a 40-cent-per-hour increase for nurses aides upon certification. At the May 9, 1990 negotiating session Donna Ford, an executive vice president of the Union and its chief negotiator in those negotiations, and Jean Roane, the chief negotiator for Respondent, agreed that nurses aides would receive a 40-cent-per-hour increase when they became state certified. In other words, the Union accepted Respondent's proposal on this issue.

On March 15, 1991, Jean Roane withdrew from the agreement to give nurses aides a 40-cent-per-hour increase in pay on certification. According to the credited testimony of Donna Ford, Roane withdrew because nurses aides in other nursing homes operated by Genesis Health Ventures had been given only a 25-cent-per-hour increase in pay on certification and it would not make sense to give more to Respondent's nurses aides since that might encourage unionization at some of Genesis' nonunion facilities and that she (Roane) was without authority to agree to more than a 25-cent-per-hour raise.

This is not good cause for withdrawing from this agreement and I find that Respondent violated Section 8(a)(1) and (5) of the Act when it withdrew from its prior agreement on this discreet issue of the certification raise.

At the negotiating table the Union, through Donna Ford, informed Respondent that the employees, especially those working at night, were concerned about security at the facility. At the April 2, 1990 negotiating session Ford reiterated what was already in the Union's initial contract proposal that security guards be hired and that employees be issued photo identifications. Respondent agreed to this proposal at this session. General Counsel's Exhibit 6, which was the Union's initial proposal provided in article XXVI, section 12, as follows:

> The Employer shall provide a safe environment at all times including security guards and Photo Identification for *all* employees. [Emphasis in original.]

Respondent's written counterproposal with respect to article XXVI, section 12 was ''yes.'' (See G.C. Exh. 7.) Ford credibly testified that at the April 2, 1990 session agreement was reached on this issue as corroborated by the exhibits referred to above.

At a negotiating session in the spring of 1991 Roane, on behalf of Respondent, told Ford that she was withdrawing from the agreement to provide security guards but still agreed to provide photo identifications to all employees. Ford, on behalf of the Union, agreed to modify article XXVI,

section 12, to merely require that Respondent furnish employees with photo identifications.

On March 25, 1991, Jean Roane, on behalf of Respondent, withdrew from the agreement regarding providing employees with photo identifications.

It is clear from the testimony of Donna Ford, the testimony of Georgia Johnson, a union organizer who was on the union negotiating team, and the written proposal and counterprosals of the Union and Respondent respectively, that agreement was reached on the photo identifications matter. Jean Roane claims there was no final agreement and that she had only agreed to cost it out. I find there was agreement to furnish photo identifications. Roane withdrew from that agreement because she claimed she costed it out and furnishing photo identifications would be too expensive and, in addition, photo identifications were not provided to employees at Genesis' other facilities. However, Roane had no cost data to present at the hearing before me nor could she remember what the cost was for providing photo identifications. Further, Roane's boss, Jeffrey Jasnoff, director of human resources for Genesis Health Ventures, testified he had no knowledge for any costing out of providing photo identifications to Respondent's employees.

The bottom line is that Respondent did not have good cause to withdraw from its agreement to provide photo identifications and, therefore, violated Section 8(a)(1) and (5) of the Act when it withdrew from its agreement on this matter.

Respondent bargained in bad faith with the Union when it withdrew from its agreement on raises for nurses aides upon certification and its agreement to provide photo identifications to its employees. This regressive bargaining was designed to frustrate and did frustrate bargaining in this case even though the parties were able to reach agreement on a number of other issues. *Houston County Electric Cooperative*, 285 NLRB 1213, 1214–1215 (1987).

C. *Promise of Benefit to Employees and Decertification Effort*

As noted above the Union and Respondent agreed in May 1990 to a 40-cent-per-hour increase for nurses aides on certification.

The parties met several more times during 1990 and held their last meeting in 1990 on December 17. They did not meet again until March 5, 1991.

Genesis Health Ventures operates approximately 45 nursing homes. In late 1990 it gave a 25-cent-per-hour increase to the nursing aides on certification in many of its nonunion facilities, some of which are located in the same general geographical area as the facility involved in this litigation.

The nurses aides at Respondent's facility were upset that they were not getting a pay raise on certification like the nurses aides at the nonunion facilities.

A number of the nurses aides at Respondent's facility complained to the onsite management about this and onsite management brought it to the attention of Jean Roane, Respondent's chief negotiator. Roane called Donna Ford, the Union's chief negotiator, and sought permission to immediately implement a 25-cent-per-hour raise on certification for nurses aides at Respondent's facility. The Union objected on the grounds that more than 25 per hour had been agreed on, i.e., 40 per hour, and the Union wanted to sign a complete contract and any raises could be retroactive. I note that the issue of retroactivity of pay raises was not fully litigated before me and is a matter of dispute between the parties. It does not effect this decision however.

On March 6, 1991, Jean Roane met with a number of nurses aides at Respondent's facility who wanted to hear Respondent's position reference the pay increase for nurses aides on certification.

I credit Jean Roane, who, as noted above, is a lawyer and a former employee of the National Labor Relations Board, that she merely told the employers at the meeting that Respondent could not give any raises to the nurses aides on certification because that was a matter to be decided in negotiations with the Union which represented the nurses aides. The audience of nurses aides, which numbered between 16 and 25, may reasonably have concluded that if there was no union in place the nurses aides would get the raise but Roane's accurate statement of the law is not the functional equivalent of an unlawful promise by Respondent to give the raise if the Union is decertified.

According to Cynthia Reddy, who is still an employee of Respondent, and who was present at the meeting, Roane said, ''[I]f we [the employees] wanted to get rid of the problem that we could vote the Union out. Well, we had to get a petition and get names on it, and then she said, I guess, I shouldn't be saying this, because its against the National Labor Relations Act, and I could be locked up for it.'' Further, according to Reddy, Roane said that the employees would be better off without the Union, because all they want to do is take money out of your checks.

After the meeting broke up Cynthia Reddy testified that she overheard Jean Roane in a private conversation tell Yvonne Rose, another nurse aide, that if she wanted to solve the problem all she had to do is get a petition.

Jean Roane categorically denied that she said what Reddy claims she said to the employees at the meeting and what Reddy claims she said to Yvonne Rose. Yvonne Rose did not testify. Reddy testified that she was with employees Elizabeth Humphrey, Michelle Sawyer, and Yvette Shockley, when she overheard Roane speaking with Rose. Humphrey, Sawyer, and Shockley did not testify.

While Cynthia Reddy appeared to be basically an honest person so did Jean Roane. No witness corroborated Reddy but two witnesses, Joan Scott and Sandra McLean, both employees of the facility, corroborated Roane by testifying that they were at the meeting with employees and Roane did not say anything about a petition. Common sense suggests to me that Roane, who is a lawyer and a former Board employee, would not say what Reddy claims she heard Roane say to a group of 16 to 25 nurses aides and, in particular, would not say she could be ''locked up'' for what she was saying. I also do not believe that Roane would say to an individual employee, Rose, within sight and sound of several other employees, Reddy, Hunphrey, Sawyer, and Shockley, what Reddy claimed she said.

Roane was righteously indignant on the stand in her categorical denial that she said what Reddy claims she said. I believe her denial.

Accordingly, Roane neither promised a pay raise if the Union was rejected by the employees nor did she solicit employees to circulate a petition to decertify the Union. Hence, the Act was not violated as alleged in the complaint. It goes without saying that if Roane had encouraged the employees

to circulate a decertification petition that would have been an unfair labor practice.[1] *Hancock Fabrics*, 294 NLRB 189 (1989).

D. *Failure to Delegate Proper Authority to Jean Roane and Did Respondent Maintain a Predetermined and Inflexible Position in Negotiations*

It is alleged that Respondent since November 28, 1990, has failed to delegate sufficient authority to Jean Roane to bind the Respondent to proposals agreed on during negotiations.

I find no merit in this allegation in spite of the fact that the record reflects that Jean Roane withdrew from previously agreed-upon proposals regarding the pay increase for nurses aides on certification and the providing of photo identifications for employees. By and large Roane's authority was sufficient for the parties to agree to a contract.

It is also alleged that Respondent violated the Act by maintaining a predetermined and inflexible position that it would not agree to terms and conditions of employment for Respondent's employees which exceeded those presently at other nursing homes operated by the Respondent's parent company, Genesis Health Ventures. While it is true that Respondent sought to keep holidays, vacation, pay, etc., more or less the same at various facilities this is not necessarily bad-faith bargaining. *McCullough Corp*., 132 NLRB 201 (1969). In any event there was evidence that there were variances in pay and other terms and conditions of employment at different facilities owned by Genesis. The uncontradicted testimony of Jeffrey Jasnoff, Genesis' director of human resources, was to the effect that no less than 12 nursing homes had different pay or terms and conditions of employment from those sought by Respondent in its negotiations with the Union in this case.[2]

E. *Definition of Membership*

During the negotiations the parties first discussed a union-security clause, which the Union wanted but Respondent was opposed to, and then discussed a maintenance of membership clause in the contract. It is alleged that Respondent violated the Act by, in essence, arguing about the definition of the term member and suggesting to the Union that employees sign new applications for membership in order to be considered members of the Union. The Union was taking the position that any employee who signed an application for relationship form was a member of the Union.

I do not find a violation based on these discussions between Respondent and the Union concerning who is a member of the Union for purposes of a union-security clause or a maintenance-of-membership clause because the parties were basically clarifying their mutual understanding of a clause or word in a contract and this, absent unusual circumstances, is not a violation of the Act.

F. *Respondent's Implementation of Pay Increases*

Respondent admits that in the fall of 1991 several months after the last negotiating session between the parties which took place on May 15, 1991, Respondent implemented its proposal with respect to granting a 25-cent-per-hour increase for nurses aides on completion of the state certification requirement and implemented its last proposal for new starting pay rates for employees in the unit.

Respondent argues that it had a right to unilaterally implement these wage changes because the parties had reached impasse in their negotiations. An employer may unilaterally implement its last best offer on impasse but only if impasse is reached after good-faith bargaining has taken place. Respondent may possibly have bargained to impasse in this case but it did so in bad faith. See section III,B, above. Since Respondent engaged in bad-faith bargaining when it withdrew from its agreement to pay a 40-cent-per-hour increase to nurses aides on state certification and when it withdrew from its agreement to furnish photo identifications to its employees it was not at liberty, even if at impasse, to unilaterally implement the wage changes it implemented in the fall of 1991 without first furnishing prior notice and opportunity to bargain to the Union. This is a violation of Section 8(a)(1) and (5) of the Act. *Taft Broadcasting Co*., 163 NLRB 475 (1967), affd. 395 F.2d 633 (D.C. Cir 1968.)[3]

IV. REMEDY

The remedy in this case is the issuance of an order to Respondent to bargain in good faith with the Union, to cease and desist from this or similar misconduct, and to rescind the pay changes it implemented if and only if requested to do so by the Union.

CONCLUSIONS OF LAW

1. Homestead Nursing and Rehabilitation Center (Respondent) is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. District 1199C, National Union of Hospital and Health Care Employees, AFSCME, AFL–CIO is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent violated Section 8(a)(1) and (5) of the Act, by the following acts:

(a) Withdrawing from its agreement to pay a 40-cent-per-hour increase to nurses aides on certification;

(b) Withdrawing from its agreement to furnish photo identifications to unit employees; and

(c) Unilaterally implementing new wage increases without giving prior notice and opportunity to bargain to the Union.

4. The unfair labor practices of the Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

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[1] Joan Scott did circulate a petition to decertify the Union after the meeting with Roane but credibly testified she received assistance on this from the National Labor Relations Board itself and not from any representative of Respondent's management or Jean Roane.

[2] Kimberly Hall, Hillside House, Milford, Seaford Retirement and Rehab Center, Bayside Nursing, Crystal City Nursing, Glendale Health Care, Abington Manor Nursing, Highland Nursing Home, Magnolia Gardens, Mallard Bay, and Mifflin Health Care Center.

[3] Henry Nicholas, president of the Union, substituted for Donna Ford as chief negotiator for the Union at some of the last negotiating sessions. Nicholas testified that it would be ''dealbreaker'' if every employee did not get a raise on the signing of a collective-bargaining agreement. Respondent would not budge from its position that raises would be based on a merit system and conceivably some employees would not get a raise. Hence, impasse may have been reached but again not after good-faith bargaining.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[4]

ORDER

The Respondent, Homestead Nursing & Rehabilitation Center, Willow Grove, Pennsylvania, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Withdrawing unlawfully from agreements reached during bargaining.

(b) Unilaterally implementing wage increases without first giving prior notice and opportunity to bargain to the Union.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Bargain in good faith, on request, with the Union concerning wages, hours, and other terms and conditions of employment.

(b) Rescind, if and only if requested by the Union, the unlawfully implemented wage increases put into effect in the fall of 1991.

(c) Post at its facility in Willow Grove, Pennsylvania, copies of the attached notice marked ''Appendix.''[5] Copies of the notice, on forms provided by the Regional Director for Region 4, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately on receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure the said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[4] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[5] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''